

COMPANY CONFIDENTIAL

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JOINT VENTURE AGREEMENT

Between
Israel Aircraft Industries, Ltd., through its
MBT DIVISION
("IAI/MBT")

&

CORE Software Technology ("CST")

Dated March 6, 1997

Appendix No:	WEBS
Date:	JUN 11 / 08
Signature:	Somesh

0063V16.MBT 6-Mar-97

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JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT dated as of this day of March, 1997, by and between Israel Aircraft Industries, Ltd., acting through its MBT Division ("IAI/MBT"), a company organized and existing under the laws of the State of Israel, and CORE Software Technology (or "CST"), a corporation organized and existing under laws of California, both of which may sometimes be referred to in this Agreement as either the "Joint Venturers" or "Parties" and individually as a "Joint Venturer" or Party, with reference to the following:

WHEREAS, CST has developed and implemented an on line image and map data browsing, order entry, and order fulfillment capability embodied in a subscription service known as ImageNet; and,

WHEREAS, MBT/IAI has designed and built an imaging satellite, ground operations capability, retrofit data acquisition technology for existing receiving stations which currently collect image data from the US Landsat and French SPOT satellites; and

WHEREAS, MBT/IAI and CST wish to jointly conduct a business to fund and operate a series of high resolution satellites and to engage in marketing, strategic business and distribution channel development; and

WHEREAS, MBT/IAI and CST have agreed that said business shall be conducted as a Joint Venture (the "Joint Venture") among the Joint Venturers; and

WHEREAS, MBT/IAI and CST have agreed upon the terms and conditions of the Joint Venture, and

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

For the purpose of this Agreement:

Section 1.1. "Closing" means the transaction described in Article 8.

Section 1.2. "Closing Date" means the date of the Closing as specified in Section 8.1.

Section 1.3. "Common Stock" means the Common Stock of the New Company having the characteristics and capitalization described in Section 2 hereof.

Section 1.4. "CST Patents" shall mean any Patents owned or controlled by CST and in existence as of the Closing, including without limitation those which claim Technology

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ARTICLE 15 MISCELLANEOUS PROVISIONS

Section 15.1. Effective Date of this Agreement and Duration of Agreement. This Agreement shall come into force upon the later of (i) signature of CST, (ii) signature of IAI, (iii) approval of the Board of Directors of IAI and CST, and (iv) contribution by each Party of the capital contribution set forth under Article 2.5 at the Closing. Upon coming into effect, this Agreement shall continue in force and effect unless terminated in accordance with the provisions of Section 8.6 or Article 9 hereof.

Section 15.2. No Assignment. Neither party to this Agreement may assign, transfer or otherwise convey any or all of its rights or obligations hereunder without the prior written consent of the other parties except as may be provided for pursuant to grants and licenses of Patents and Technology. Notwithstanding the above, either Party may assign all of its right together with all of its obligations hereunder to a wholly owned subsidiary of such Party or to a company which purchases all or substantially all of the assets of such Party.

Section 15.3. Entire Agreement: Amendment. This document with the annexed Exhibits sets forth the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions between them. No amendment to this Agreement shall be effective unless it is in writing and executed by the parties hereto.

Section 15.4. Severability. If any one or more of the provisions contained in this Agreement or in any document executed in connection herewith (other than provisions constituting a material consideration to a parties entering into this Agreement or such other document) shall be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve the purpose of the invalid provision.

Section 15.5. Governing Law. This Agreement and all actions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York, excluding, however, the principles of conflict of laws thereof.

Section 15.6. No Waiver Of Rights. No failure or delay on the part of either in the exercise of any power or right hereunder shall operate as waiver thereof, nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or of any other right or power, provided, however, that either IAI/MBT or CST may by an instrument in writing executed by it: (1) extend the time for the performance of any of the agreements or covenants of the other party under this Agreement; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant hereto; (iii) waive the performance by the other party of any of the agreements or covenants to be

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Section 15.12 Precedence. In the event of a discrepancy or inconsistency between (i) this Agreement, and (ii) the Articles of Incorporation, by Bylaws or the procedures of the New Company, the provisions of this Agreement shall, and the Parties will amend the said Articles, Bylaws or procedures accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Core Software Technology

By:

Name: Steve Wilson

Title: Chairman and CEO

Israel Aircraft Industries, LTD.

By:

Name: Moshe Keret

Title: President

By:

Name: Nir Gilad

Title: Vice President Finance